


NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038  
Fax No. (985) 448-4921  
EO/AA Employer, M/F/H/V

BID NO. **SB01519**

Date: **March 09, 2010**

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on March 25, 2010** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
Terry G. Dupre  
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

**DESCRIPTION**

**"KNSU Radio Station Engineering Services".....**

**INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.** 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. **ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.** 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. **As a state agency, the University is NOT liable for state sales tax inacted by the State Legislature and in effect at the time of issuance of the order.** 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. **FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED.** 10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHALL FILL IN ALL BLANK SPACES**

Terms will be \_\_\_\_\_ and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Date \_\_\_\_\_

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered \_\_\_\_\_

Signed \_\_\_\_\_

## Purchasing Office

P.O. Box 2052  
Thibodaux, LA 70310  
985.448.4038  
Fax: 448.4921

NICHOLLS  
STATE UNIVERSITY

March 09, 2010

### **PUBLIC NOTICE INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La.  
On, **March 25, 2010 at 3:00 P.M.** for:

#### **"Bid Number SB01519 – KNSU RADIO STATION ENGINEERING SERVICES"**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA



TERRY G. DUPRE  
Director of Purchasing

**TO BE RUN: March 11, 2010**

**TO BE OPENED: March 25, 2010**



**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

Delivery: Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Special Envelope:** To assure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky material, the special bid envelope should be firmly affixed to the mailing envelope.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

-Continued-



## GENERAL CONDITIONS

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(\*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

**FOR THIS BID SOLICITATION:**

**BID BOND REQUIRED:** \_\_\_\_\_ Yes        X   No

<b>PERFORMRANCE AND PAYMENT BONDS REQUIRED:</b>	<b>YES</b>	<b>X</b>	<b>NO</b>
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**PURCHASE WILL BE EXECUTED WITH:**

    X     Purchase Order Only

        Purchase Order and Formal Two Party Contract

        Formal Two Party Contract Only



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**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED,  
MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA  
ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**

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**SPECIAL CONDITIONS**

**BID NUMBER: SB01519 BID OPENING: March 25, 2010 at 3:00 PM**

In accordance with the Louisiana Revised Statute 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

**DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_**

***SPECIFY ITEM NUMBER(S)* \_\_\_\_\_**

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

***FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.***

***Bidder shall provide with bid detailed information as to how the item qualifies for this preference.***

***This preference may be allowed if all of the following conditions are met:***

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.***
- 3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.***

**CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX LOUISIANA**  
**RADIO STATION ENGINEERING SERVICES FOR KNSU-FM**  
**PAGE 1 OF 5**

**I. SCOPE**

Nicholls State University seeks the services of a qualified firm to provide an engineer as required by the Nicholls State University Radio Station, KNSU-FM, to assist in maintaining the electronic systems of the station.

**II. REQUIRED SERVICES OF THE ENGINEER**

The requirements of service to be provided under this contract shall include:

**A. Studio Maintenance:**

The maintenance responsibilities required for the studio can be classified into two areas, preventative and corrective. A facility maintenance program shall be utilized for the purpose of observation and correction of technical problems as recorded by the staff and operators.

The establishment of a technical reporting system shall be implemented. This shall consist of a pre-printed form that shall describe and identify technical problems as they occur. This shall allow for written documentation of problems, records of corrective action, and status tracking of equipment. Copies of the problem reports shall be faxed to the Engineer for service preparation. A monthly report of problems and corrective actions shall be submitted for maintenance records.

The Department of Mass Communications shall provide the availability of an appointed on-staff liaison that would be available for maintenance coordination and light maintenance responsibilities and for daily identification of maintenance problems in the studio. This individual shall work closely with contract engineer as a source of communication regarding technical and operational problems.

Additionally, the contract engineer will be on-call for emergency problems and shall provide a 24-hour answering service and paging numbers for emergency technical problems and assistance.

The engineer shall be required to make a mandatory visit to KNSU once a month. Failure to visit the station monthly may result in the forfeiture of the monthly fee paid to the firm by the University.

In the event a problem arises and the University contacts the engineer, the engineer shall respond via e-mail or telephone within two business days.

If a visit is required to address the problem, the engineer shall make a service call within seven business days, unless it is an emergency.



**NICHOLLS STATE UNIVERSITY  
THIBODAUX LOUISIANA  
RADIO STATION ENGINEERING SERVICES FOR KNSU-FM  
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**B. Transmitter Maintenance:**

The responsibilities for the transmitter site fall into four categories; preventive maintenance, corrective maintenance, operations supervision, and transmitter site equipment (i.e. tower, transmission line and antenna equipment). These four areas shall be addressed on a bi-monthly, quarterly, and annual basis as specified by the equipment manufacturers. Additionally system performance test for frequency response, noise, and product quality shall be checked on an as-needed basis to be determined by the appropriate University personnel.

The routine and preventive maintenance of transmitters shall be carried out on a weekly basis, including inspection and correction of any problems. Transmitter performance and early problem diagnosis may be done weekly since the operator on duty records all transmitter readings.

Corrective maintenance shall be required at times of equipment failure or when monitoring conditions show that a potential problem is surfacing. When a total failure of the main on-line system occurs, a backup system should be able to be brought on-line. This shall allow minimal loss of service between change over of the on-line system to the off-line backup system equipment when needed.

If backup systems are not available, repair of the main system will be scheduled at the earliest available time with respect to the programming schedule, parts availability, and the availability of a technician. It should be made clear that the availability of service personnel, parts, test equipment and backup systems is the only way to facilitate continuous programming when a failure occurs. Otherwise, delays in resuming operation are not the responsibility of Engineer.

The operations personnel shall be instructed by their appropriate supervisor regarding the operation, problem reporting, logs, and alarm indications of the facilities' systems. The staff shall be required to learn how to follow the procedures provided of what to do when a problem or alarm occurs, and recording of data for FCC files. Notification of a problem or symptom to the appointed staff assistant shall be the first priority of all staff members when something abnormal occurs. The on-staff appointed assistant shall be the liaison for problem reporting.

Should the assigned contract engineer be knowingly indisposed for a period of time (i.e., vacation, another station called first, illness, etc.), a substitute engineer shall be assigned to be available on a standby basis. The maintenance of transmission equipment, such as towers, feed lines, tower lighting, electrical service, HVAC, generators, and antenna equipment, is not the responsibility of the contract engineer. These

**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX LOUISIANA**  
**RADIO STATION ENGINEERING SERVICES FOR KNSU-FM**  
**PAGE 3 OF 5**

responsibilities require specialized skills and equipment. All tower work or transmission equipment work shall be coordinated and supervised by the contract engineer and the General Manager of the Station with regards to independent contractors, factory representatives, factory service and independent companies.

Maintenance records regarding work done will be maintained for duty verification and maintenance tracking. A monthly service report shall be provided to the Station documenting system actions taken by the contract engineer.

**C. FCC Compliance:**

Supervision of FCC logging requirements of staff operators shall be the function of the University. This includes proper procedure, EBS records and modulation levels and maintaining technical specifications. It is the sole responsibility of the University, not the contract engineer, to notify the General Manager and advise him of any problem that would put the Station in violation of FCC regulations. Additionally, the contract engineering service cannot be held responsible for compliance due to the participation of other staff members in the day-to-day operations of the facility, but the Engineer shall make every effort to point out areas of non-compliance when encountered.

**D. Installation of Equipment:**

The services provided in this specification are for the existing equipment and facilities of the Station. Routine replacement or equipment additions shall not be part of the contract maintenance engineer's responsibilities. The firm is not authorized to purchase equipment on behalf of the University. They may assist the University by providing recommendations on the equipment that is needed, but shall not automatically assume that they can place a piece of equipment whenever needed. The University must follow all procurement codes regarding purchases of equipment. Major construction additions or remodeling, is not in the scope of maintenance engineering responsibilities.

**E. Studio Construction or Major Installations:**

Expansion, major construction, studio remodeling, or facility upgrades fall outside of the scope of this maintenance contract. Services of the above type will be available on a bid or hourly basis. In all cases, actions of this nature will be pre-arranged and done at the General Manager's approval.



**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX LOUISIANA**  
**RADIO STATION ENGINEERING SERVICES FOR KNSU-FM**  
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**F. Engineering and Design:**

Off-site engineering, research, or design related work pertinent to normal system operational responsibilities, shall be included under the scope of the contract within the terms of time allocation. Engineering and design that is qualified to be called facility construction planning, execution, or work related to a planned expansion will be by bid. Expenses incurred such as drafting supplies, phone, travel expenses, etc., outside of the allowances within this agreement will be submitted by invoice for payment. These type of expenses cannot be incurred without the University being informed of the cost.

**G. Exclusions of Maintenance Program:**

It is not the responsibility of the contract engineer to provide for parts, specialized test equipment, materials and expenses associated with maintenance duties. The contract engineer shall provide the station manager with the required information so that the University may have a purchase order issued to secure the necessary parts required. At no time shall the contract engineer have the authority to purchase miscellaneous items and parts for usage by the Station.

Although most equipment may be repaired by local personnel, some equipment repairs require specialized test jigs, training, parts, outside consultants and test equipment. It shall be up to the discretion of the University, upon the recommendation of the contract engineer, to make the determination if a piece of equipment shall be returned to the factory for repair. Equipment expenses and charges associated with factory return for repair or maintenance will be the responsibility of the University. Tower maintenance is not within the scope of this service agreement. TSG will refer and utilize independent and insured tower contractors at stations expense should these services be required.

Expenses outside of the prescribed routine maintenance requirements will be submitted for reimbursement to the Station. This includes freight, rental of specialized test equipment, etc.

The contract engineer shall not be responsible for lost revenue due to down time of equipment or transmission systems.

Catastrophic failures due to acts of god or weather are not considered maintenance type failures. The contract engineer shall invoice for time and materials in accordance to the compensation rates outlined within this agreement.

**NICHOLLS STATE UNIVERSITY**  
**THIBODAUX LOUISIANA**  
**RADIO STATION ENGINEERING SERVICES FOR KNSU-FM**  
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The contract engineer shall continually attempt to stay up to date with the latest technology and engineering practices. This shall be done through product research, equipment evaluation, trade journals, trade organizations, and association with peers. However, when new technology or equipment needs to be evaluated at the direction of and for the express purpose of use by the University, expense coverage should be discussed, evaluated, and taken into consideration for that particular purpose.

Some specialized test equipment outside is outside the scope of normal service tools and equipment may be subject to rental charges due to the expense and nature of equipment required.

**H. Equipment Purchases:**

Equipment may be recommended by the contract engineer and the contract engineer may supply information such as vendors and products for purchase by the University. The contract engineer does not have the authority to purchase and equipment, parts, or supplies on behalf of the University. Due to State of Louisiana Procurement codes, the University must issue a purchase order prior to an order being given. Should the contract engineer require a purchase of the referenced materials, then coordination of this purchase shall be made with the appropriate University representative of the station.

**IV. TERMS**

This contract shall be for the period beginning on the date of award to June, 30 2010. Prices quoted on the attached bid form shall remain firm for the entire contract period. At the option of the University, and the acceptance by the contractor, this contract may be renewed for two (2) additional twelve (12) month periods at the same rates, terms, and prices.

The successful contractor shall invoice the University monthly at the required rates stated on the bid form. The appropriate University designee for the station shall approve invoice for hours work. Upon his/her approval, then the invoices shall be forwarded to the University Purchasing Department for payment.

**V. INSURANCE:**

The successful bidder shall provide a certificate of insurance per the attached "Standardized Insurance Requirements for State Agency Contracts" prior to commencement of work.



**BID FORM**  
**THIBODAUX LOUISIANA**  
**RADIO STATION ENGINEERING SERVICES FOR KNSU-FM**  
**PAGE 1 OF 1**

A. MONTHLY FEE TO  
RETAIN ENGINEER: \$ \_\_\_\_\_ /Month X 12 Months = \$ \_\_\_\_\_ TOTAL  
(IF APPLICABLE)

B. HOURLY RATE: \$ \_\_\_\_\_ /Hour X 300 Hours = \$ \_\_\_\_\_ TOTAL

TOTAL COST OF CONTRACT: (A + B) = \$ \_\_\_\_\_ TOTAL

C. Mileage cost: \$ \_\_\_\_\_ / mile

**IT IS THE INTENT OF THE UNIVERSITY TO AWARD THIS BID TO THE FIRM WHO SUBMITS THE LOWEST PRICE FOR ITEMS A AND B COMBINED. THE HOURS PER CONTRACT PERIOD IS AN ESTIMATE ONLY AND SHALL NOT BE CONSTRUED AS A GUARANTEE. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE HOURS DEPENDING UPON THE NEEDS OF THE STATION.**

BID SUBMITTED BY: \_\_\_\_\_  
(print or type name)

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE No.: \_\_\_\_\_

RECEIPT OF ADDENDUM (S) SHALL BE ACKNOWLEDGED ON THIS BID FORM. FAILURE TO ACKNOWLEDGE ADDENDUMS MAY RESULT IN BID NOT BEING CONSIDERED:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

# ***STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS***

## **\*\*CHAPTER 7\*\***

### **INSURANCE AND INDEMNIFICATION**

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A:VI or better and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide the thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State.  
Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
  - 1. Premises - Operations
  - 2. Broad Form Contractual Liability
  - 3. Products and Completed Operations
  - 4. Use of Contractors and Subcontractors
  - 5. Personal Injury
  - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
  - 1. Owned automobiles
  - 2. Hired automobiles
  - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, the automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.
- E. Builders Risk Coverage: (See information on following pages) DOES NOT APPLY TO THIS CONTRACT
- F. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance be construed to conflict with the obligations of the other party concerning indemnification.



- G. All policies and certificates of insurance of the other party shall reflect the following:
1. The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
  2. The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO form CG 20 1011 85).
  3. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

- H. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, have and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc) is groundless, false or fraudulent.

- I. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- J. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.
- K. All property losses shall be made payable to and adjusted with the Agency.
- L. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/ Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- M. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- N. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

## **\*\*EXHIBIT A\*\***

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.
4. Builders Risk Coverage.

#### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Builder's Risk Coverage : Does Not apply to this contract

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.



Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

### ***C. DEDUCTIBLES AND SELF-INSURED RETENTIONS***

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of

the State

of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of not less than A:VI. This rating requirement will be waived for workers' compensation coverage only.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.



**\*\*EXHIBIT D\*\***

**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agrees to protect, defend, indemnify, save,  
*Contractor/Subcontractor/Lessee/Supplier*

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grown out of any act of commission of

\_\_\_\_\_,  
*Contractor/Subcontractor/Lessee/Supplier*

its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by \_\_\_\_\_ as a result of any claim,  
*Contractor/Subcontractor/Lessee/Supplier*

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to,  
*Contractor/Subcontractor/Lessee/Supplier*

provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract Number \_\_\_\_\_ for NICHOLLS STATE UNVIERSITY (#4820)  
State Agency Number and Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
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